



Nandankanan Zoological Park

REQUEST FOR PROPOSAL

**"DEVELOPMENT OF CHILDREN PARK,
SUPPLY AND INSTALLATION
OF PLAY EQUIPMENT AT
NANDANKANAN ZOOLOGICAL PARK"**

Cost of the project- Rs. 18.00 lakhs (Rupees eighteen lakhs) only

8

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties within formation that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Contractor/Consortium. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. It shall always be deemed that all the Applicants submit bid/give offer on their own; after inspecting the prospective Site; done the required due-diligence; evaluated all the pros & cons of the work/project; checked with all the departments & authorities whether administrative, judicial or quasi-judicial; execute the work at their own risk & cost; and have duly considered that the entire work has to be done by the selected Applicant on its own and without in any manner holding Nandankanan Authority responsible therefore.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained

In this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The work shall be awarded and site shall be handed over on the principle of 'As Is Where Is Basis'.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Contractor/Consortium and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the authority or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.


Deputy Director
Nandankanan Zoological Park

NANDANKANAN AUTHORITY

Request for proposal for Selection of firm for the "Development of Children Park, supply and installation of play equipments at Nandankanan Zoological Park"

RFP No. & Date	- 43 / 2022 dt.23.09.2022
EMD in form of DD/BC	-Rs.45, 000/-
Cost of Tender Paper	- Rs. 7080 i.e Rs.6000+18% GST
Rs.6000/-+GST as applicable	
Time of Completion of Work	- 60 Days

The Tender/RFP document is available at Nandankanan Zoological Park's website
www.nandankanan.org.

Schedule of bid process:

S. No.	Information	Dates/Details
1	Release of RFP	24.09.2022
2	Last date of submission of written queries for clarification through E-mail deputydirector.kanan@gmail.com	28.09.2022
3	Date of Pre-Bid meeting	29.09.2022 3.30 pm
4	Release of response to clarifications on website	30.09.2022
5	Last date of receipt of RFP	10.10.2022 5.30 pm
6	Opening of Technical Bids	11.10.2022 11.30 am
7	Presentation by qualified bidder based on technical score	13.10.2022 11.00 am
8	Declaration of Technical Bid Result on website	15.10.2022
9	Time & date of Opening of Financial Bid	17.10.2022 11.30 am
10	Addressee and address at which proposal in response to RFP notice is to be submitted	Deputy Director, Nandankanan Zoological Park, Bhubaneswar Pin-754005

1.1 Project Background

Nandankanan Zoological Park undertakes consortium/individual/reputed firm to provide design for the existing Children's park inside the Nandankanan Zoological Park. The consortium/individual/reputed firm will have to provide landscape design and execute the project with supply, installation and commissioning of the Children play instruments at the project site. The project site is about 16000 sqft area. Nandankanan has been playing a key role in the overall development and management of green spaces with conscious efforts towards the development of open spaces into small recreation theme based par for the children. The current set up needs a major revamp and to provide nature immersing or theme based which will give an aesthetical connect with the zoo. With this zoo intention in mind, Nandankanan Authority intends to rope a firm/consortium/ individual who can provide the conceptualization and development of the park. The project includes Landscape Design,

supply and installation of play equipment in the Children's park of Nandankanan Zoological Park. Eligible bidders would be screened for selection as based on their presented concept and proposed fee structure as per conditions of this RFP documents.

1.2. Request for Proposals

The Authority invites proposals for selection of bidder/consortium/individual to Design, supply and installation of play equipments after assessing the area and condition of existing equipments in the Children's park of Nandankanan Zoological Park. The proposals are invited from the reputed firms to design the existing children's park into nature immersing and matches with zoo theme. The choice of installation of the play equipments should be appropriate with theme.

1.3. Due diligence by Bidders

Individual/Bidder/Consortium must make themselves fully aware about the assignment and the local conditions before submitting the Proposal by doing appropriate research, checking all the applicable laws, bye-laws, rules, regulations, orders, notices, circulars, policies, requirements, sanctions confirming with all the departments, authorities, agencies whether government, judicial or quasi-judicial, visiting the Project site, sending written queries to the Authority, and attending a Pre-Bid meeting on the date and time specified or in any other manner as may be deemed proper and required by the bidders for successful completion of the project/work without in any manner complaining to the Authority. It shall always be deemed that all the Applicants have properly done the required due-diligence and have made themselves aware of all sorts of contingencies & factors which can affect the proper execution of the work.

1.4. Availability of RFP (Request for Proposal) Document

RFP document can be downloaded from the website www.nandankanan.org

1.5. Bid Submission:

The bid shall be uploaded in three parts:

Part "A" contains General Documents

- i) EMD- as demanded in the Tender paper
- ii) Tender Document cost in shape of Bank Draft
- iii) Acceptance Letter (to be given on company letterhead).
- iv) Certificate of registration of CGST/SGST and acknowledgment of update filled return.
- v) PAN Card
- vi) Certificate of Registration of GST
- vii) Income Tax clearance certificate (Income Tax Return Documents for last 3 yrs 2019-20, 2020-21, 2021-22)

Part "B" containing scanned copy of Technical Bid in the specified format as per RFP to be submitted offline.

Part "C" containing Financial Bid to be submitted offline in separate envelope only. It should be specifically written as **"FINANCIAL BID"**. It should not be clubbed with Technical Bid and

General Documents.

1.6. Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 days** from the Proposal Due Date (the "PDD").

1.7. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in the tender document wherein the bidders/consortium shall make presentations. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in the tender document. In the second stage, a financial evaluation will be carried out as specified in the tender document. Proposals will finally be ranked according to their combined technical and financial scores as specified in tender document. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.8. Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

	Event Description	Date
1.	Release of Request for Proposal(RFP)document	24.09.0222
2	Last date for receiving queries/clarifications	28.09.2022
3	Pre-Bid Meeting	29.09.2022 at 3.30 PM at conference hall
4.	Release of response to clarification on website	30.09.2022
5.	Authority response to queries	Deputy Director
6.	Proposal Due Date or PDD	10.10.2022 5.30 PM
7.	Date and time of opening of Technical Proposal	11.10.2022 at 11.30 AM
8.	Presentation of the proposal	13.10.2022 at 11.00 AM onwards
9.	Date and time of opening of Financial Proposal	17.10.2022 at 11.30 AM onwards
10	Letter of Award	To be announced later
11	Signing of Concession Agreement	Within 7 days of award of LOA
12	Validity of Bids	120 days of Proposal Due Date

1.9. Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data between 10.00 am to 5.00 pm prior to last date of submission of bid. For this purpose, they will provide a day notice to the nodal officer specified below:

Range officer Revenue

Mobile: 8075457427

Email- deputydirector.kanan@gmail.com

1.10 Pre-bid Meeting

The date, time and venue of Pre-Proposal Conference shall be: Date:

Time: 29.09.2022 at 3.30 PM

Venue: Conference hall of Nandankanan Zoological Park

1.11 Communications:

- 1.11.1 All communications including the submission of proposal should be addressed to
Address: Deputy Director, Nandankanan Zoological Park
At/PO- Baranga, Bhubaneswar Dist-Khordha State-
Odisha
E-mail: id-deputydirector:kanan@gmail.com

2. A GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Contractor/Consortium are specified in this RFP. Only those firms / persons/Consortium possess the requisite experience and capabilities required for undertaking the Contractor/Consortium, should participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of bidders shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4 The Contractor/Consortium shall prepare the proposal and execute the work on the basis of and taking into consideration all the applicable laws, bye-laws, norms, rules, regulations, plans, latest standards, codes, specifications, guidelines etc. issued by all the concerned authorities and for the purpose shall take all types of permissions required from various authorities.
- 2.1.5 All the observations and changes suggested by all the concerned departments and authorities will be incorporated by the awarded tenderer in the proposal and nothing extra shall be paid on this account. In case, the Contractor/Consortium has to do any major change, Nandankanan Authority may in its sole discretion grant additional time required to do any such change or to incorporate any such suggestion. However, on this account no extra amount/fee shall be paid to the Contractor/Consortium.
- 2.1.6 Contractor/Consortium shall always ensure that no loss or damage is caused to Nandankanan. However, If any such situation arise, awarded tenderer/consortium shall always ensure that, losses if any, are reduced to a minimum level and to immediately inform the Nandankanan Authority, if any such situation arises which can cause loss / damage to the Nandankanan Authority, any other person or to the tenderer. The principle of mitigation of losses shall always apply.

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f 2.1.7 The bidder/consortium alone shall have the overall responsibility to complete the entire project after taking all the required approvals & permissions from all the Authorities concern. Nandankanan authority shall not at all be responsible for delay, withholding or refusal to grant approval(s) and/or sanction(s) and/or permission(s) by any of the Authorities on any ground, whatsoever.

2.1.8 In nutshell, the awarded tenderer bidder alone shall be fully responsible to ensure the proper, satisfactory and timely completion of the entire work.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- a) **Technical Capacity:** The Applicant shall have, over the past 3 years preceding the PDD, undertaken the eligible Assignments as specified in Clause 2.4.
- b) **Financial Capacity:** The Applicant shall have average annual turnover or received gross fee of INR 20 lakhs per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or Contractor/Consortium services to its clients.

2.4 Eligibility criteria

Shall meet the following eligibility criteria:

- a) The applicant shall be a individual/group of consortium and either shall be registered or have registered firm in India;
- b) The contractor/bidder/consortium should engage a landscape architect for the design of the master layout of existing children park.
- c) The Firm should have rendered Contractor/Consortium services for any one similar project of the same scale with an aggregate project cost not less than Rs. 30.0 lakhs and above, during the last 03 years preceding date of issue of tender. This should be supported by certificate/s from the client/s for the satisfactory completion of the project.
- d) The Firm should have valid PAN No. and GST No.
- e) The firm/consortium should have supplied children park equipment developed by Government, Municipalities, reputed organizations (Minimum one). This should be supported by certificate/s from the client/s for the satisfactory completion of the project.
 - f) The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant
 - g) The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
 - h) Any entity which has been barred by the Central Government, any State Government, a statutory

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- authority or a public sector undertaking, as the case may be.
- i) Participating in any project and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
 - j) An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate

2.5 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Contractor/Consortium. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.6 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.7 Site visit and verification of information

Applicants are advised strictly to submit their respective Proposals only after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Including but not limited to the conditions which may affect the commencement or execution of the work. Whether the Applicants visit the Site or not, it shall always be deemed that all the Applicants have visited the Site, taken care of all types of contingencies which may affect the work and have done their due-diligence and have satisfied themselves in all respects, whatsoever. The Applicant(s) alone shall be responsible to take care of all such factors which may affect the execution of the work in any manner.

2.8 Acknowledgement by Applicant

2.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a complete and careful examination of the RFP;
- b) Received all relevant information requested from the Authority;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.4 above;
- d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.4 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- f) The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.9 Right to reject any or all Proposals

- 2.9.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.9.2 Without prejudice to the generality of Clause 2.9.1, the Authority reserves the right to reject any Proposal if:
- 2.9.3 At any time, a material misrepresentation is made or discovered, or the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 2.9.4 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.10 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum /Amendment in accordance with Clause No. 2.12.

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2: Particulars of the Applicant
- Form-3: Statement of Legal Capacity
- Form-4: Financial Capacity of Applicant
- Form-5: Abstract of Eligible Assignments of Applicant
- Form-6: Eligible Assignments of Applicant
- Form-7: Curriculum Vitae (CV) of Key Personnel of the firm

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Form-8: Awards & Accreditations (if any), brochures, photos etc.
Form-9: Drawings depicting Project concepts
Form-10- Bank Guarantee

Appendix-II: Financial Proposal

Form-1: Covering Letter Form-

2: Financial Proposal

2.11 Clarifications

- 2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes shall clearly bear the following identification:

Queries concerning RFP for **"Development of Children Park, supply and installation of play equipment at Nandankanan Zoological Park"**

The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be published on website www.nandankanan.org/e-mail ID - deputydirector.kanan@gmail.com. The Authority will post the reply to all such queries on the Official Website.

- 2.11.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.11 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.12 Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

- 2.12.1 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.12.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date²

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.13 Language

The Proposal with all accompanying documents (the **"Documents"**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case or all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.14 Format and signing of Proposal

- 2.14.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. **A conditional proposal shall not be accepted.**

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2.14.2 The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL".

2.14.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:

- a. By the proprietor, in case of proprietary firm; or
- b. By a partner, in case of a partnership firm and/or a limited liability partnership ;or
- c. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation ;or
- d. By the Authorized Representative of the Lead Member, in case of Consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in **Appendix-I (Form-4)** shall accompany the Proposal.

- a. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the document. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions.

b. Technical Proposal

- i. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- ii. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - a) The Bid Security is provided;
 - b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - d) The proposal is responsive in terms of Clause 2.21
 - e) Manufacturer grade of the Play equipment.
 - f) Projects executed by the individual/firm/consortium.
- iii. Failure to comply with the requirements spelt out in the technical proposal shall make the Proposal liable to be rejected.
- iv. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- v. The Authority reserves the right to verify all statements, information and

documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

- vi. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially in corrector false information, the Applicant shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA (Letter of Award) or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consortium, as the case may be.

In such an event, the Authority shall forfeit and appropriate the performance security/guarantee which is agreed to be pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority. The Consultant/Bidder shall also be liable to be blacklisted and restrain from participating in any further tender/bid for any work called by the Nandankanan.

c. Financial Proposal

- i. Applicants shall submit the financial proposal in the formats at Appendix - II (the "**Financial Proposal**") clearly indicating the total cost of the Project (Item [A] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- ii. While submitting the Financial Proposal,
 - a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel surveys and geo-technical investigations. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b. The Financial Proposal shall take into account all expenses, GST and other tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. Costs (including breakdown of costs) shall be expressed in INR.

2.15 Modification, Substitution or Withdrawal of proposal

Additionally marked "**MODIFICATION**", "**SUBSTITUTION**" or "**WITHDRAWAL**", as appropriate.

- 2.15.1 Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the

Authority, shall be disregarded.

2.16 Bid Security Deposit

- 2.16.1 The Applicant shall furnish as part of its Proposal, a **Bid Security Deposit** of Rs.45000/- (Rupees forty five thousand only) through DD/BC in favour of **Deputy Director Nandankanan**, (the "**Bid Security Deposit**"), returnable not later than 30 (thirty) days from PDD except in case of the first highest ranked Applicants. The Selected Applicant's Earnest Money shall be returned, upon the Applicant signing the Agreement and completing the Project assigned to the Contractor/Consortium in accordance with the provisions thereof.
- 2.16.2 Any Bid not accompanied by the Earnest Money shall be rejected by the Authority as non-responsive.
- 2.16.3 The Authority shall not be liable to pay any interest on the Bid Security deposited and the same shall be interest free.
- 2.16.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the *Bid Security* shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required.
 - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment.

2.17 Performance Guarantee:

- 2.17.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy here under or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and Effort of the Authority in regard other RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If the Selected Applicant commits a breach of the Agreement.
 - (b) The Performance Guarantee shall always be interest free and shall be returned to the Contractor/Consortium without any interest. The awarded bidder alone shall be responsible to bear and pay all types of expenses to keep the said guarantee alive till the time same is released.
- 2.17.2 The awarded bidder will furnish within 7 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to **5% (Five percent)** of the total contract value from any Scheduled Bank or any Nationalized Bank in accordance with the Form annexed hereto. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs. Performance Security shall be valid for a period of 6 months beyond the date of completion of services. The Bank Guarantee will be released by the Authority upon expiry of 6 months beyond the date of completion of services. However, if contract is foreclosed /terminated by the Authority at Inception Stage, with no fault of bidder/consortium, Performance Security shall be released within three months from date

- of foreclosure/termination.
- 2.17.3 In the event the Contractor/Consortium fails to provide the security within 7 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15 days' time period.
- 2.17.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the awarded bidder to provide the Performance Security in accordance with the provisions of Clause 2.16 and 2.16.2 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 2.16.3, all rights, privileges, claims and entitlements of the bidder/consortium under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the bidder/consortium and the LOA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 2 years.

D. EVALUATION PROCESS

2.18 Evaluation Process

- 2.18.1 The Selection Panel nominated by the Authority will process the applications and finalize the selection of bidder with the approval of the Authority.
- 2.18.2 The committee shall open the Proposals on the due Date, at the place specified and in the presence of the Applicants who choose to attend. The Committee will open the tenders, the sequence of which shall be as follows:
- i. Cost of tender paper (Rs. 7080 i.e Rs.6000+18% GST) and Bid Security
 - a. Technical bid
 - b. Financial bid
- 2.18.3 Proposals for which a notice of withdrawal has been submitted in accordance with Clause no 2.15 shall not be opened.
- 2.18.4 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the form specified at Appendix-I;
 - b) It is received by the Proposal Due Date including any extension thereof
 - c) It is accompanied by the Bid Security as specified in Clause 2.17.
 - d) It is signed, sealed, bound together in hard cover and marked.
 - e) It is accompanied by the Power of Attorney.
 - f) It contains all the information (complete in all respects) as requested in the RFP;
 - g) It does not contain any condition or qualification; and
 - h) It is not non-responsive in terms hereof.
- 2.18.5 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.18.6 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.8 and the criteria set out in Section 3 of this RFP.

2.18.7 First, the Envelope containing **tender processing fee and Bid Security** will be opened and if they have been submitted by the Applicants, then the Second envelope containing the Technical Bid would be opened. After the Technical evaluation, the Authority shall prepare a list of pre-qualified and short listed bidder. The bidder who will score equal or more than 50% of the score in technical bid will be informed through e-mail for the presentation to explain the design & technical proposal in design on scheduled date and time as per RFP. Before opening of financial proposals, the list of pre-qualified and short listed applicants along with their technical Score will be read out and uploaded on website. The opening of Third envelope containing financial proposals/bids shall be done in the presence of the respective Applicants who choose to be present. The Authority will not entertain any query or clarification from the Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and Final ranking of the Proposals shall be carried out as per the evaluation criteria mentioned in the documents.

2.18.8. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that Authority shall not be required to provide any explanation and justification in respect of any Selection Process or selection.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.20 Clarifications required from the Consortium/Contractor

2.20.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF BIDDER/CONSORTIUM

2.21 Negotiations

2.21.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the bidder under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

2.22 Substitution of Key Personnel

- 2.22.1 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.23 Indemnity

Contractor/Consortium shall always indemnify the Nandankanan and very member, officers and employees of the Nandankanan, against all actions, proceedings, claims, demands, loss, damage, damages, costs and expenses, whatsoever, arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, loss, damage, damages, costs and expenses, whatsoever, arising out of any act or omission/commission or failure by Consortium in the performance of any of its obligation whether under this Agreement or otherwise and the amount of loss suffered and its damages thereof shall be decided by the competent authority of Nandankanan which shall be binding on the awarded bidder.

2.24 Award of Bidder

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder/Consortium, it shall execute the Agreement within 7 days. Failing which the fresh all stand withdrawn and performance guarantee shall stand forfeited. The Selected Bidder/consortium shall not be entitled to seek any deviation in the Agreement and/or RFP. All the clauses and terms & conditions of the RFP shall always have deemed to be an integral part of the Agreement and shall strictly be adhered to.

2.26 Commencement of Assignment

The selected bidder/consortium shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement unless otherwise directed by a notice in writing. If the consortium/bidder fails to either sign the Agreement as specified commence the assignment as specified herein, its security and guarantee shall stand forfeited and the work may be awarded to any other Applicant.

2.27 Proprietary Data

Subject to the provisions of Clause 2.19, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants/Consortium, as the case may be, is to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Contractor/Consortium to the Authority in relation to the Project shall be the property of the Authority.

The Contractor/Consortium shall always keep with it one spare copy of all the documents, drawings, bills, vouchers etc. submitted by it with the Nandankanan and till the completion

of three years from the date of satisfactory completion of the work or of the final payment, whichever is later, it shall keep with it the complete record of the work executed/performed by it. Nandankanan shall always be entitled to call for any such record or document relating to the work, RFP or Agreement, which is kept by or maintained by the Contractor/Consortium.

3. Criteria for Evaluation

Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30

The technical quality of the proposal will be given weight of 70%, the method of evaluation of technical qualification will follow the procedure given in Para 15 above. The price bids of only those bidder/consortium who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to this. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

S. No	Description	Marks (Criteria Total)	Sub-criteria
1	Financial Strength (Average annual turnover)	10	More than 40 lakhs- 10 marks More than 30 lakhs – 8 marks More than 20 lakhs- 6 marks
2	Past Experience in similar works (Eligible Assignments)	20	3 or more projects- 20 marks 2 projects- 16 marks 1 project- 12 marks
3	Experience as PMC	10	the value of each project up to a maximum of three projects) based on billable value as specified below: Project value in Rs. upto 30 akhs. – 5 marks Project value in Rs. more than 30 lakhs – 10 marks
4	Installation/repair of the instruments in the children park FRPs	10	>5 lakhs -5 marks >20 Lakhs in Parks/Schools-10 marks
	TOTAL	50	

"The bidders who are will score 50% of marks out of 50 marks i.e. 25 marks will be qualified for the presentation round".

Marks for Presentation by selected bidders i.e who qualify more than 25 marks in technical parameters as above.

S. No	Description	Marks (Criteria Total)	Sub-criteria
1	Proposed work plan and methodology in response to the RFP in form of presentation	50	(i) Innovation and operational model; (ii) Tentative project cost (iii) Phasing of the project and practicality of proposed time-lines; (iv) Service including repair and maintenance & AMC provision in the plan (v) Adoption of green technology and Award accreditations.

f **Technical eligibility**

The bidder for Tender should be one of the consortium member or sole bidder who has executed similar type of work. The consortium /individual should have the experience of successfully completed Eligible Assignments (design and development works) during the last 3 years ending last date of the month previous to the one in which RFP is invited. Documentary evidence in the form of contract/agreement shall be a prerequisite. The consortium should have:

- i. The individual/consortium should have completed Installation of equipments assignments, completed for the project, (at least one of them should preferably in Central Govt./ Central Public Sector Undertaking/State Government/State Government Undertaking) with the area of 0.5-1 acres project cost each not less than Rs.20 lakhs.

OR

- i. Two eligible Contractor/Consortium for assignments, completed for the project, (at least one of them should preferably in Central Govt./ Central Public Sector Undertaking/State Government/State Government Undertaking) with the area of 5 acres project cost each not less than Rs.50 lakhs
 - (i) The sole applicant shall fulfill all the requirements given above.
 - (ii) If the applicant firm has/have prepared the DPR/FS projects solely on its own, 100% weightage shall be given. If the applicant firm has prepared the DPR/FS project as a lead partnering JV, 75%weightage shall be given. If the applicant firm have prepared the DPR projects as the other partner (not lead partner) in a JV 50% weightage shall be given. If the applicant firm have prepared the DPR/FS projects as an associate 25% weightage shall be given.

3.1.6.2 Financial Eligibility

- i. The applicant shall have Average Annual turnover of Rs 20 Lakh or more during immediate last three (03) consecutive financial years. Applicant/Bidder having average annual turnover less than Rs 20 Lakh as mentioned herein above shall not be evaluated.
- ii. In case of joint ventures/ consortia aggregate turnover of only those parties would be considered whose activities include work similar to the nature of work / eligible assignments for which the Consortium is being engaged.

3.1 Short-listing of Applicants

Of the Applicants who have scored 70 marks and above out of 100, shall be prequalified and short-listed for financial evaluation in the second stage.

3.2 Evaluation of Financial Proposal

- 3.2.2 In the second stage, the financial evaluation will be carried out as per this Clause. For financial evaluation, total cost of financial proposal will be considered which shall be inclusive of GST and other applicable taxes, levies etc. at the time of bid submission. The payment show ever shall be made in accordance with applicable tax laws.
- 3.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and

reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consortium.

Under Quality Cost-Based Selection (QCBS) selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightage of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the Consortium shall be ranked in terms of the total score obtained.

The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

- 3.3.4 The Selected Bidder/Consortium shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.
- 3.3.5 Nandankanan reserves the right to modify the evaluation process / relax any criteria of eligibility for the selection of consortiums laid down in the RFP document, if felt necessary, without assigning any reason, whatsoever, and without any requirement of intimating the bidder so far any such change.

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

C = Bid Price

C_{low} = the lowest of all Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Bid Price as specified in the QCBS (0.3 in this case)

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4. PRE-BID MEETING

- 4.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 4.2 During the course of Pre-Bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - Consult with any Applicant in order to receive clarification or further information;
 - Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.1 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.2 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

GENERAL

- 1.1 Nandankanan Authority has been playing a key role in the overall development and management of its green spaces, with conscious efforts towards the development of open spaces as Thematic parks, Green Belts and Neighborhood greens.

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- 1.2 Besides the basic intent of development, up-gradation and beautification of Nandankanan, we proudly participate in increasing awareness on zoo and also in wildlife intention in mind, Nandankanan intends to award contract those Consortiums who can design and execute in the conceptualization and development of Children Park.
 - 1.3 The Bid Awarded Contractor/Firm/Consortium shall, to the extent possible, rely on the existing data and which it may verify, supplement and analyze, as necessary, during the course of Contractor/Consortium. Applicants are advised to visit the site for making their own assessment regarding site conditions and restrains.
 - 1.4 The contractor/consortium shall also participate in the Pre-bid meeting with the bidders of the Project and assist the Authority in clarifying the technical aspects from bid of documents

2.0. OBJECTIVE

To develop an overall concept for Landscaping Design of the existing park nature immersing with the zoo and installation of play equipment for children. The equipment should be match to the landscape and needs to connect with zoo theme.

3.0. SCOPE OF WORK

To accomplish the objectives, as aforesaid. The Scope of Services includes, but is not limited to, any or all activities incidental and required for the development of the proposal at each stage. The Contractor/Consortium, who will work in conjunction with Nandankanan, will undertake the services as specified in this RFP document.

- (i) The bidder should assess the feasibility of repair and maintenance of the existing play equipments and quote for the same in the financial bid. The repaired existing play equipments shall be maintained by the selected bidder for minimum 6 months. The repair and maintenance of the existing play equipments for minimum 6 months.
- (ii) The demolition plan of non-repairable equipments and its costs. The materials came out from demolition to be handed over to Nandankanan authority at designated site within the park at the cost of bidder.

(iii) Site Planning and Master layout Design Proposal, including:

Broad Concept, Location Plan & Site Plan, Demolition Plan, site clearance, demarcating the activities Allocated, Open space Hierarchy & Typology, Circulation, Connectivity and, accessibility- Pedestrian, Ramps, Physically Challenged, Urban art, Materials- Hard and soft landscape, Comprehensive lighting scheme based on. All landscape features furniture, shelters, sitout, installation of play equipment. Their logical provision needs to be justifiable with respect to specific site, any special technical knowhow required to showcase the innovative techniques for the depiction of the theme. Co-ordination of external and internal services. Periodic, as well as required inspection of works at the site during execution and 03 months after the commissioning of the project. The work on site needs to be evaluated and managed with respect to time, quality and economics. Methodology for execution of proposal & maintenance of the green area to be proposed as well. Facilitation of approvals from any authorities, if required.

SCHEDULE OF SERVICES

The Service providing Contractor/Consortium has been subdivided into two distinct stages. These stages can be logically modified if Nandankanan to desires and the Consortium is in Agreement.

4.1 Stage 1: Pre-final Concept

- a. Conceptual plan, indicating all proposed elements following the general principles of Master Plan layout of the children park.

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- b. Concept sketches for all proposed landscape elements and with illustrative details of significant design areas and placement of children's play equipment.
- c. Description of features like entry gates, walkways, pathways, planters, pavement, steps, ramps, railings, park furniture, etc. wherever required.

Stage 1 Deliverables

Master layout Plan, Design and positioning of play equipment with above mentioned information to convey the ideas for a fruitful discussion during its presentation.

Note: This stage will be considered as the Technical Concept Submission based on which the proposals would be marked along with the financial bids as per this document

4.2 Stage 2: Final Concept

- 4.2.1 Detail, and modify if required, the selected conceptual design and prepare a full set of concept drawings, sketches, walkthrough (if required) etc. along with all the requisite details with preliminary cost estimates.
- 4.2.2 The Concept shall comply with the Nandankanan Master Plan regulations, applicable codes & standards and local availability of the material. The Contractor/Consortium shall present analysis and approach considerations with detailed reasoning of the basis of the concept design.
- 4.2.3 The Final Concept stage shall include revision and reworking of the draft concept as per the feedback received from the concerned Nandankanan team officials.
- 4.2.4 Prepare presentation drawings and presentations as per the requirement of the Nandankanan team officials.

Stage 2 Deliverables

The Contractor/Consortium shall submit the deliverables in the form of a high-resolution presentation in soft copy as well as a report in a reasonable size hard copy - 04 numbers

1. Final Children Concept Plan, high lighting all the major elements and detailing thereof
2. Representative images, sketches and renderings
3. Master Plan layout

(iv) Supply & installation of the play equipments and after components as per approved master layout plan

PLAY EQUIPMENTS: The play equipment which will be installed in the park will be on good quality and standard grade. It should provide warranty for minimum two years. The AMC after the warrantee period to be quoted separately in the financial bid.

5.0 GENERAL INSTRUCTION REGARDING SUBMISSION

1. All the drawings are to be delivered in hard and soft copies (CAD, PDF and specified format)
2. All renderings to be submitted in hard and soft copies(Jpg& PSD and specified format)
3. All final stage-wise site inspections/ presentations/ meetings are to be attended by a Sr. official from the Contractor/consortium organization, who is competent to issue a certificate at the end of each stage stating and elaborating how the original design intent is being maintained.
4. All feedback from the concerned officials of Nandankanan shall be incorporated at various stages of work, as desired
5. All variations/ additions/ alterations etc. beyond the current scope and listed deliverables should be incorporated after written communication from Nandankanan Authority.
6. Any other requirement beyond the current scope of work that may arise during the course of this assignment needs to be communicated in writing to Nandankanan Authority well in advance to preserve the agreed timelines of the

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project.

7. Any additional (apart from the above stated) detailed model & walkthrough, if required during the assignment, would be paid on actual on mutually agreed terms.
8. Any ensuing delays/ deviations in the agreed timelines should be brought to the notice of Nandankanan Authority in writing.

6.0 INDICATIVE TIME AND PAYMENT SCHEDULE

50% payment repair and supply of equipments.

40% after installation of equipments

10% payment after 3 months of satisfaction working of the equipments.

- The above does not include the time taken for granting approvals by Nandankanan.
- AMC charge will be given after the warrantee of 2 years in 2 installment 50% in advance and balance 50% after satisfactory performance for the 6 months.
- The overall contract with the contractor shall be for 4 months after signing of the contract. The period involves the implementation of accepted design proposals and reports on the ground and submission of all deliverables.
- The contractor is required to submit up to four hard copies of proposal/drawings/report along with a soft copy of each stage.
- No compensation will be given to contractor if project gets extended due to acceptance of reports except as agreed by the Authority.
- The rates submitted by the awarded bidder shall always deem to include all type of taxes applicable on the date of submission of the bid. Any tax or cess imposed by the Government after the submission of bid, may be paid by the Nandankanan., if a notice in writing is served by the awarded bidder immediately on imposition of any such tax and only when Consultant submits the receipt of payment of such tax with the bank statement showing the payment thereof. However, nothing extra on any account, whatsoever, shall be paid to the Consultant nor shall the Consultant be entitled to ask anything over and above the quoted rates/fee for the entire work done by it under this RFP/Agreement.
- Even if the work is delayed on any account, whatsoever, neither the bidder shall be entitled to any extra amount towards fee, rates, loss of profit, damages, compensation, costs, interest nor shall the same be paid to it.
- The payment shall be made to the bidder only after the bill or each stage as specified is submitted by the bidder along with all the required documents showing the completion/achievement of the stage for which the bill is raised.
- Any amount or work which is not raised nor mentioned in the bills, whether running or final, shall not be taken into consideration nor be paid and shall always be deemed to have been waived.
- The payment shall be made within 30 days of submitting the bill and unless the Bidder has submitted the bill with all required documents, it shall not be entitled for any interest thereon.
- The amount of security deposit, performance guarantee and /or any other amount deducted or withheld shall always be interest free and no interest shall be paid thereon under any circumstances.
- Any delay in execution and completion of the Work shall be solely at the risk & cost of the Awarded Bidder. Nandankanan shall be authorized & entitled to claim & recover any loss or damage which it may suffer on account of delay, if caused because of any reason attributable to the Awarded Bidder.

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7.0 SUBMISSION OF PROPOSAL

Once submitted, the proposal, including the composition of the consulting team, cannot be altered without prior written consent of Authority. Standard format for submission of the Proposal are enclosed with this RFP.

8.0 EVALUATION AND SELECTION PROCESS

Evaluation of Technical Proposal

The evaluation of Financial Proposal will be made on the basis of qualification, experience and execution of the project team proposed by the designer consultant for this assignment. Authority reserves the right to Judge, appraise, and reject any or all proposals.

9.0 ADDITIONS AND ALTERATIONS:

9.1 The Authority shall have the right to ask in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing audited work in connection herewith and the bidder shall comply with such request. That if the Authority deviates substantially from the original scheme which involves for its proper execution, extra services, expenses and extra labor on the part of the bidder/consortium for making changes and additions to the drawings, specifications or other documents due to rendering major part or the whole of their work in fruitless, the bidder may then be compensated for such extra services and expenses on quantum meruit basis at percentage applicable under their agreement and to be determined mutually unless such changes, alterations are due to the bidder/consortium own commission and / or discrepancies including changes required at the time of approval at various Forums and due to changes required by the Consultants of all internal, external utilities and services. The decision of the Authority shall be final on whether the deviations and additions are substantial and require any compensation to be paid to the bidder/consortium. However, for any modification or alteration which does not affect the entire design, planning, etc., no amount will be payable.


Deputy Director
Nandankanan Zoological Park

APPENDIX-I

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To

.....
.....

Sub: **"Development of Children Park, supply and installation of play equipment at Nandankanan zoological Park", Bhubaneswar.**

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Firm/individual for supply and installation of Equipment in the Children Park at Nandankanan Zoological Park, Bhubaneswar. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have thoroughly examined the RFP along with all its annexure, terms & conditions of the Agreement and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We have visited the Site and found the same to be workable
 - (c) I/We have completely and properly done the due-diligence required for satisfactory completion of the work and are satisfied that work can be completed by us & on our own within the stipulated period and even without any assistance of the Nandankanan.
 - (d) I/We do not require any additional information from the Authority and before submitting the proposal have completely assessed the RFP, requirements of the work and the ways of executing the work in all respects.
 - (e) I/We submit that the work shall be done by us at our own risk & cost.
I/We have submitted the bid on our own and without any sort of force, allurement, inducement or pressure from any person or Authority.

- (f) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (g) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor/Consortium, without incurring any liability to the Applicants in accordance with in the RFP document.
 8. I/We declare that we/any member of the consortium are/is not a Member of a/any other Consortium applying for Selection as a Contractor/Consortium.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Contractor/Consortium for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Contractor/Consortium or in connection with the Selection Process itself in respect of the above mentioned Project.
 13. The Bid Security of Rs. (Rupees.....) in the form of a Demand Draft is attached, in accordance with the RFP document.
 14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Contractor/Bidder/Firm/Consortium for the Project is not awarded to me/us or our proposals not opened or rejected.
 15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
 16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached here within Form-4.
 17. In the event of my/our firm/ consortium being selected as the bidder/consortium, I/we agree to enter into an Agreement in accordance with the form of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Contractor/Consortium.



f

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)(Name and seal of the Applicant/Lead Member)

APPENDIX-I

Form-2**Particulars of the Applicant**

1.1	Title/Name of the Contractor/Consortium:
1.2	Title of Project: "Development of Children Park, supply and installation of play equipment at Nandankanan zoological Park"
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g .incorporated private company, un incorporated business, partnership etc.); Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its mainlines of business Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation :Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	<p>(i) Name of Firm;</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant,(in case of a consortium, for each Member),state the following information:</p> <p>(i) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(ii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iii) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(iv) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this Contractor/Consortium assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/ or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

9

1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Execution of Projects?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Executioner, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of:.....</p>
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APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To

.....

.....

.....

Dear Sir,

Sub: RFP for Contractor/Consortium:Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that.....(insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that.....(insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized
signatory)For and on behalf of

.....

APPENDIX-I

Form-4

Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Revenue (Rs. in lakhs)
1.	2019-20	
2.	2020-21	
3.	2021-22	

Certificate from the Statutory Auditor^S

This is to certify that (name of the Applicant) has received the payments shown Above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Form-5

Abstract of Eligible Assignments of the Applicant^s

Sl. No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. lakhs)	Payment ^{ss} of professional fees received by the Applicant (in Rs. crore)
(1) ^t	(2)	(3)	(4)	(5)
1				
2				
3				
4				

^s The Applicant should provide details of only those projects that have been undertake under its own name.

The names^s and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-7 of Appendix-I.

Certificate from the Statutory Auditor^s

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and /or the clients.

Name of the audit firm:

g

Form-6**Eligible Assignments of Applicant**Notes:

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Length in km or other particulars	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs. crore):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/year):	
10.	Finish date of the services (month/year):	
11.	Brief description of the Project:	
12.	Installation/repair of instrument in children park	
	(a) Name & Place of the park	
	(b) Order value in Rs. (Attach the order copy/payment receipt)	
	(c) Name of authority placing the order	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Form- 7

Awards & Accreditations (if any), brochures, photos etc.

Signature-(Authorized representative)

Full Name

Firm's

Name

Bank Guarantee for Performance Security

To

The Deputy Director
Nandankanan Zoological Park
Bhubaneswar

In consideration of The Deputy Director, Nandankanan Zoological Park acting on behalf of Nandankanan Zoological Park (hereinafter referred as the "**Authority**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to.....having its office at..... (hereinafter referred as the "**Bidder**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no.....datedvalued at Rs.

.....(Rupees.....), (hereinafter referred to as the "**Agreement**") the Execution of the project in respect of the Project, and the Bidder has agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees.....) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the "**Bank**") at the request of the Bidder do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees.....) against any loss or damage caused too suffered or is expected to be caused or suffered or would be caused to or suffered by the Authority by reason of bidder's any act, omission or commission, or because of bidder having committed breach of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due from the bidder. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Bidder and accordingly discharges this Guarantee.

5. We (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).

7. We (indicate the name of Bank) lastly undertaken to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph to hereof, on or before [..... (Indicate the date falling 365 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

9

APPENDIX-2

Form-2

FINANCIAL PROPOSAL

Price Proposal for "DEVELOPMENT OF CHILDREN PARK,
SUPPLY AND INSTALLATION OF PLAY EQUIPMENT AT
NANDANKANAN ZOOLOGICAL PARK"

Sl. No	Description	Fees in Figures in Rupees	Fees in Words in Rupees
A	Total lump sum project cost other than repair & maintenance of existing equipments	Rs _____ _____ Only	Rs _____ _____ Only
B	Repair & maintenance of existing play equipments	Rs _____ _____ Only	Rs _____ _____ Only
	Grand Total		
C	Annual Maintenance Costs of the supplied equipments after its warranty period		

Note:

1. The financial evaluation shall be based on the above Financial Proposal. The total in Item-A shall, therefore be the amount for purpose of evaluation.
2. The fees quoted above are inclusive of Good and service tax (GST), and other taxes, cess, levis is, sub charges etc. at the time of bid submission as applicable on the quoted fee.
3. The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the assignment including procurement of any material, preparation of deliverables as detailed, site visits, out of pocket expenses for traveling, accommodation, subsistence, transportation and other miscellaneous expenses.
4. The breakup of cost under various heads of services is being furnished separately on the next page as per the prescribed format.

Signature
Authorized Representative

